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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 Eastern Industries LLC,

10 Plaintiff,

11 v.

12 Thomas Vella, et al.,

13 Defendants.
14

No. CV-23-00109-PHX-SMB

**STIPULATED PROTECTIVE
ORDER OF CONFIDENTIALITY**

15 Having received and considered the Stipulated Motion for Protective order of
16 Confidentiality filed by Plaintiff and Defendants (each a “Party” and collectively, the
17 “Parties”) (Doc. 94) and good cause appearing,

18 **IT IS HEREBY ORDERED THAT:**

19 This Protective Order of Confidentiality (“Protective Order”) shall govern the
20 designation and handling of all confidential documents and information produced in this
21 action by any Party, non-party, person, or entity. The following procedure is adopted in
22 this matter for the designation, protection, and handling of confidential or proprietary
23 information:

24 1. Definition of CONFIDENTIAL INFORMATION. For purposes of this Protective
25 Order, CONFIDENTIAL INFORMATION means any information in any format
26 designated by any person or entity (“Producing Party”) who produces documents in
27 connection with the above-captioned matter as confidential because it contains or is a
28 trade secret, proprietary business information, personal information, including social

1 security numbers, or other confidential research, development, or commercial
2 information as those terms are used in Rule 26(c) of the Federal Rules of Civil Procedure.
3 By way of example, and not limitation, CONFIDENTIAL INFORMATION may be
4 included in documents, portions of documents, transcripts, answers to interrogatories,
5 briefs, summaries, notes, abstracts, motions, drawings, and/or any instrument which
6 comprises, embodies, or summarizes a matter which a Party considers confidential and
7 desires not to be made public.

8 2. Designation as CONFIDENTIAL INFORMATION. A Producing Party may
9 designate such documents or other materials that it reasonably believes – in good faith
10 and based on legitimate, non-litigation reasons for placing limits on disclosure and access
11 – to be CONFIDENTIAL INFORMATION as “*CONFIDENTIAL - CASE NO. 2:23-cv-*
12 *00109.*” Individuals or entities who become parties to this litigation after this Protective
13 Order is entered shall not have access to, nor shall any of the Parties produce to them, any
14 CONFIDENTIAL INFORMATION until such other parties, by counsel, have signed and
15 filed a stipulation agreeing to be bound by this Protective Order or until a further Order is
16 entered permitting them to have access to such documents.

17 3. Access to CONFIDENTIAL INFORMATION. CONFIDENTIAL
18 INFORMATION disclosed by a Producing Party and designated “*CONFIDENTIAL -*
19 *CASE NO. 2:23-cv-00109*” may be disclosed by the receiving Party only to the following
20 persons (the “Qualified Person[s]”):

21 (a) Counsel of record for any Party, including all attorneys of the counsel’s law
22 firm and all paralegal assistants, stenographic, and clerical employees operating under the
23 direct supervision of such attorneys;

24 (b) Court personnel, including stenographic reporters and certified videotape
25 operators, engaged in those proceedings that are a necessary incident to the trial or
26 preparation of this action for trial;

27 (c) The Parties and the Parties’ employees, provided that such employees shall
28 be bound by the terms of this Order with respect to such CONFIDENTIAL

1 INFORMATION;

2 (d) A deposition witness, provided that any portion of the deposition
3 transcript that references the CONFIDENTIAL INFORMATION is, itself, designated as
4 CONFIDENTIAL INFORMATION; and

5 (e) Any outside independent economic, real estate, technical,
6 accounting, legal, or jury consultants retained or utilized by counsel for the receiving
7 Party for assistance in the preparation, defense, prosecution, or trial of this action,
8 provided such outside consultant and/or expert is furnished with a copy of this Protective
9 Order and executes a written agreement in the form attached hereto as *Exhibit A*,
10 acknowledging that he or she is familiar with the provisions of this Protective Order and
11 will abide by them. Each such statement shall be kept by the employing counsel for
12 reference should such reference become necessary.

13 4. Disclosure of CONFIDENTIAL INFORMATION to Comply with Legal
14 Obligations. CONFIDENTIAL INFORMATION may be used by a receiving Party to
15 comply with legal obligations, but if such compliance requires the disclosure of
16 CONFIDENTIAL INFORMATION to a third party who is not a Qualified Person, the
17 Party who seeks to disclose such information shall provide reasonable advanced notice of
18 such intended disclosure to the Producing Party who designated the information as
19 CONFIDENTIAL INFORMATION. If the Producing Party provides written objections
20 to such disclosure of CONFIDENTIAL INFORMATION, the receiving Party shall not
21 disclose the CONFIDENTIAL INFORMATION absent Court approval.

22 5. Manner of Designating CONFIDENTIAL INFORMATION. Whenever a
23 document or thing produced by a Producing Party involves a disclosure of information
24 which the Producing Party deems to be CONFIDENTIAL INFORMATION which it
25 wishes to be made subject to this Protective Order, the Producing Party shall designate
26 the document or thing as CONFIDENTIAL INFORMATION at the time it is turned over
27 to the receiving Party. Such designation shall be made by marking each page of the
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1 document that contains CONFIDENTIAL INFORMATION with the legend
2 “CONFIDENTIAL - CASE NO. 2:23-cv-00109.”

3 6. Use of CONFIDENTIAL INFORMATION. All information produced by a
4 Producing Party which is designated as containing or comprising CONFIDENTIAL
5 INFORMATION shall be maintained by each receiving Party in confidence according to
6 the terms of this Protective Order and used by the receiving Party solely: (i) in the
7 preparation, defense, prosecution, or trial of this action, or (ii) as permitted pursuant to
8 paragraph 4 hereof. Nothing contained herein shall limit or prevent disclosure or use of
9 any item of CONFIDENTIAL INFORMATION by the Producing Party who designated
10 the item CONFIDENTIAL INFORMATION.

11 7. Subject to Jurisdiction. Each person to whom disclosure of any
12 CONFIDENTIAL INFORMATION is made agrees to subject himself/herself to the
13 jurisdiction of this Court in which this action is pending for the purpose of proceedings
14 relating to the performance under, compliance with, or violation of this Protective Order.
15 This Court retains jurisdiction to amend, modify, or add to this Protective Order, and any
16 Party may apply to the Court for amendment or modification of or addition to this
17 Protective Order at any time.

18 8. Witnesses, Jurors, Court Personnel, and Reporters. Designation of
19 information as CONFIDENTIAL INFORMATION by the Producing Party shall not
20 prevent the receiving Party from using such CONFIDENTIAL INFORMATION during a
21 deposition in this matter, in a motion or pleading filed with the Court in this matter, or at
22 trial, and nothing in this Protective Order shall preclude court officials, jurors, or any
23 certified court reporter retained to transcribe depositions in this case from access to
24 CONFIDENTIAL INFORMATION during judicial proceedings or depositions in this
25 action.

26 9. Handling of CONFIDENTIAL INFORMATION. A recipient of any
27 CONFIDENTIAL INFORMATION that is produced or disclosed pursuant to this
28 Protective Order shall maintain the same in a secure and safe area, and the recipient shall
exercise the same standard of due and proper care with respect to the storage, custody,

1 use, or dissemination of all such CONFIDENTIAL INFORMATION as is exercised by
2 the recipient with respect to its own CONFIDENTIAL INFORMATION. After the final
3 termination of this matter through a settlement or the entry of a judgment, each receiving
4 Party shall either destroy or return to the Producing Party any CONFIDENTIAL
5 INFORMATION.

6 10. Challenge to Designation as CONFIDENTIAL INFORMATION. Any
7 Producing Party and the Parties shall act in good faith in designating CONFIDENTIAL
8 INFORMATION. In that regard:

9 (a) The receipt of any document, thing, testimony, or response to an
10 interrogatory designated as CONFIDENTIAL INFORMATION by the Producing Party
11 shall not be construed as agreement by the receiving Party that any such document, thing,
12 testimony, or response to an interrogatory is in fact confidential, and shall not operate as
13 a waiver of the receiving Party's right to challenge any such designation as provided
14 herein.

15 (b) None of the Parties hereto shall be obligated to challenge the
16 propriety or correctness of the designation of information as CONFIDENTIAL
17 INFORMATION, and a failure to do so shall not preclude a subsequent challenge to such
18 status. The burdens of proof and of persuasion with respect to the propriety or correctness
19 in the designation of information as CONFIDENTIAL INFORMATION shall rest on the
20 Producing Party.

21 (c) In the event of any dispute with respect to the propriety or
22 correctness of the designation of information, including testimony and documents, as
23 CONFIDENTIAL INFORMATION, the Parties shall attempt to resolve the dispute by
24 negotiation. If such negotiations fail to resolve the dispute, the Producing Party shall file
25 a motion for an appropriate order within ten (10) days of a written demand from the
26 challenging Party. The information shall be treated as confidential until the issue is
27 resolved by agreement of the Parties or order of the Court. Failure of the Producing Party
28 to timely file an appropriate motion as described herein shall be deemed to be
acquiescence to the objection and a waiver of the confidentiality designation.

1 11. All Other Objections Preserved. This Protective Order is intended to
2 provide a mechanism for the handling of CONFIDENTIAL INFORMATION to which
3 there is no objection to producing or disclosing other than as to its confidentiality. Each
4 Party reserves the right to object to any disclosure of information or the production of any
5 document it deems confidential on any other ground it may deem appropriate. However,
6 neither the taking of any action in accordance with the provisions of this Protective
7 Order, nor the failure to object thereto, shall be construed as a waiver of any claim or
8 defense in this proceeding. The entry of this Protective Order shall not be construed as a
9 waiver of any right to object to the furnishing of information in response to discovery
10 and, except as expressly provided, shall not relieve any Party of the obligation to produce
11 information in the course of discovery.

12 12. Inadvertent Failure To Designate As CONFIDENTIAL INFORMATION.
13 If a Producing Party inadvertently discloses to a receiving Party any document, thing,
14 testimony, or information containing information that it deems confidential without
15 designating it as CONFIDENTIAL INFORMATION, the Producing Party shall promptly
16 upon discovery of such inadvertent disclosure inform the receiving Party in writing and
17 the receiving Party shall thereafter treat the document, thing, testimony, or information as
18 CONFIDENTIAL INFORMATION under this Protective Order. To the extent such
19 document, thing, testimony, or information may have been disclosed to persons other
20 than authorized persons described in this Protective Order, such disclosure shall not
21 constitute a violation of this Protective Order, but the receiving Party shall make every
22 reasonable effort to retrieve the document, thing, or information promptly from such
23 persons and to limit any further disclosure to non-authorized persons.

24 13. Scope of Order. Any non-party to this action or a litigant not included as a
25 Party to this Protective Order who shall be called upon to make discovery or to provide
26 deposition or other testimony shall be entitled to avail itself of the provisions and
27 protections of this Protective Order only with the written consent of the Party seeking
28 such discovery and the signing of an agreement to be bound by this Protective Order,

1 and, by doing so, assumes the duties and obligations imposed upon the Parties by this
2 Protective Order.

3 14. Amendment of this Order by Agreement. This Protective Order may be
4 amended without leave of Court by the agreement of counsel for the Parties in the form
5 of a stipulation that shall be filed in this case.

6 Dated this 2nd day of May, 2025.

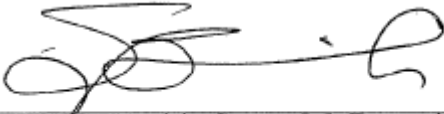
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9 _____
Honorable Susan M. Brnovich
United States District Judge

EXHIBIT A

I, _____, hereby acknowledge that I have received and read a copy of the *Stipulated Protective Order of Confidentiality* entered in Cause No. 2:23-cv-00109 in the United States District Court of Arizona, and I agree to comply with and be bound by the provisions of the *Stipulated Protective Order of Confidentiality*.

DATED _____.

Signature: _____